



ENERGY STAR® Homes Northwest Program Single Family Builder Agreement 2004

Application Number: _____ (For Office use only)

Applicant Company Name	Tax ID Number: <input type="checkbox"/> Corporation? <input type="checkbox"/> Tax Exempt?	
Applicant / Owner Contact	Office Telephone Number	
Mailing Address	Web Address	
City	State	Zip
E-Mail Address	Fax Number	Cell Number
Home Performance Specialist™ (HPS)	Realtor Name/Phone	

Framer
Insulation Contractor
HVAC Contractor
Electrical Contractor

APPLICANT AGREEMENT

I, the undersigned, agree that:

1. These homes meet the incentive eligibility requirements.
2. The information I have supplied on this application is true, correct and complete.
3. I have read and understand the Idaho Power ENERGY STAR® HOMES NORTHWEST Program Agreement Terms and agree to abide by the program rules, requirements and terms set forth in this document.

Print Name: _____ Title: _____

Signature: _____ Date Signed: _____

UTILITY APPROVAL

Date Received: _____ Authorized Signature: _____

Agreement Terms

Utility Agrees To:

1. Provide an incentive for eligible homes that qualify for the program described herein. Once the application has been accepted (as evidenced by a Letter of Acceptance from the Utility) incentive funds will be allocated and paid, provided the Applicant meets all of the requirements specified in the application, which includes submitting all required forms and information. **Funds are limited and will be reserved on a first come, first served basis until funds are expended or fully committed. Incentive payments will only be paid on homes that meet program requirements. Incentive payments will be paid to Applicant only.**
2. Provide general program advertising, which highlights the benefits of the Idaho ENERGY STAR® Homes Northwest Program to homebuyers. The Utility does not guarantee any particular level, type or frequency of advertising.
3. Produce merchandising materials for homebuyers describing the features and benefits of the 2004 Idaho ENERGY STAR Homes Northwest Program.

Applicant Agrees To:

1. The terms specified in the Idaho ENERGY STAR® Homes Northwest Program Single Family Application.
2. Install all energy-efficient features that meet the Northwest Builder Option Package (NWBOP) ENERGY STAR® Homes Northwest Program requirements.
3. Notify the Utility in writing, prior to construction, of any changes that will affect the number of units, compliance with the NWBOP and/or incentive levels covered by this application. In every case Applicant agrees to make this notification before requesting incentive payment for affected units. Failure to notify Utility as required in this paragraph will result in denial of Applicant's incentive payment.
4. Permit and ensure Utility representatives access to each home, prior to occupancy, to verify installation of measures as necessary.
5. Not refer to any home as Idaho ENERGY STAR® Homes Northwest unless those homes qualify as such under the conditions specified in the application. References include advertising copy, other promotional material or verbal representation.
6. Applicant will procure and maintain, at its expense, during the term of the Agreement, any and all Federal, State and/or local licenses and permits which may be required of employers and builders/developers generally. Applicant shall also comply with all applicable laws and will indemnify and hold Utility and its affiliates, subsidiaries, parent company and the officers, directors, agents, employees, successors and assigns of each harmless from and against any liability, suits, claims, demands, actions, losses, damages, penalties and costs and expenses of any nature, including attorneys fees and disbursements, arising out of any non-compliance violation or alleged non-compliance violation by Applicant of any such laws.
7. Make good-faith efforts to promote the program by displaying the provided Idaho ENERGY STAR® Homes Northwest merchandising materials at the participating project.

8. Applicant agrees not to state or imply to homebuyers or others that it is an agent, employee or representative of the Utility.
9. Install all energy-efficient features required to meet Northwest Builder Option Package ENERGY STAR® Homes Northwest Standards (attached).
10. Comply with all of the Northwest Builder Option Package ENERGY STAR® Homes Northwest Program on-site verification requirements. This includes utilizing a Home Performance Specialist™ (HPS) certified by and under contract with the Idaho Energy Division to perform the home diagnostic testing and verification.

Additional Terms

1. If this Agreement is terminated for any reason, the Utility shall not be liable to the Applicant for damages or compensation of any kind.
2. The Utility reserves the right to determine eligibility for the life of this Agreement.
3. **THE UTILITY MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM OR APPLIANCE INSTALLED PURSUANT TO THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. APPLICANT AGREES TO INDEMNIFY IDAHO POWER COMPANY, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, AND LIABILITY ARISING FROM ANY MEASURES INSTALLED.**
4. **THIS AGREEMENT SHALL REMAIN IN EFFECT FOR TWELVE (12) MONTHS FROM THE DATE THE UTILITY SIGNS THE APPLICATION OR UNTIL SEPTEMBER 30, 2005, WHICHEVER COMES FIRST, AND MAY BE EXTENDED AT UTILITY'S DISCRETION. REVISIONS AND/OR ADDITIONS TO THIS PROJECT APPLICATION WILL EXPIRE BASED ON THE EXPIRATION DATE OF THE ORIGINAL APPLICATION.**
5. Homes covered under this application must fully meet program requirements and a written request for incentive payment must be submitted to the Utility prior to September 30, 2005 to be considered for payment.
6. Both funding and the conditions of the program are subject to the jurisdiction of the Idaho Public Utilities Commission (IPUC) and shall be subject to such changes or modifications as the IPUC may, from time to time, direct in the exercise of its jurisdiction. If there are changes in the program, the Utility will endeavor, but cannot guarantee, to provide a reasonable period of time before changes go into effect. As a result, the Applicant should complete construction and request the incentive described in this application as quickly as possible.
7. Applicant understands that should the Utility Program be modified in any way or terminated by order of any government entity, this Agreement shall be revised or terminated consistent with that order. Before granting its approval of the Idaho ENERGY STAR® Homes Northwest Program or the Utility is unable to recover the cost from public goods funds, the Utility may terminate this Agreement upon 30 days prior written notice, provided that the Utility shall be required to pay incentives with respect to complete units verified and approved for payment before such notice.

8. The Utility may assign this Agreement, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the Applicant's prior written consent, provided the Utility remains obligated for payments incurred prior to the assignment. The Applicant may not assign this application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of the Utility.

Tax Liability:

All incentives are taxable income to the builder. The utility will report your total incentives greater than \$600 as income to you on IRS form 1099 unless you have marked the Corporation or Exempt tax status box on this application. You are urged to consult a tax adviser concerning the taxability of incentives. The Utility is not responsible for any taxes that may be imposed due to incentive payments.

For Related Information:

Idaho Power Company
Celeste Becia, Program Manager
ENERGY STAR® Homes Northwest Program
208-388-5331 Phone
208-388-6495 Fax
cbecia@idahopower.com

Idaho Energy Division
Doug Plourde, Program Manager
ENERGY STAR® Homes Northwest Program
208-327-7983
dplourde@idwr.state.id.us
www.idahoenergystar.com

EPA ENERGY STAR® Homes Northwest Program:
1-888-STAR-YES (1-888-782-7937)
www.energystar.gov/homes

This program is funded by Idaho Utility customers and administered by Idaho Power Company, under the auspices of the Idaho Public Utilities Commission.

